

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
FLORENCE DIVISION**

Compassion Church Florence, Inc.,	)	Civil Action No.
	)	
Plaintiff,	)	
	)	Jury Trial Requested
vs.	)	
	)	<b>NOTICE OF REMOVAL</b>
Brotherhood Mutual Insurance Company,	)	
	)	
Defendant.	)	
	)	

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Brotherhood Mutual Insurance Company (“BMIC”) hereby removes the above captioned matter previously pending in the South Carolina Court of Common Pleas, Florence County, C/A No. 21-CP-21-01345, to the United States District Court for the District of South Carolina, Florence Division, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, 28 U.S.C. § 121(3), and Local Civil Rule 3.01. This removal is made without waiving, and expressly reserving, the right to assert any and all defenses, including the jurisdiction of the court over the subject matter and the defendants.

In support of the notice of removal, BMIC states the following:

1. This matter is removable pursuant to 28 U.S.C. § 1441 as a “civil action brought in a State court of which the district courts of the United States have original jurisdiction . . . .”
2. On or about June 18, 2021, Plaintiff filed an action in the Court of Common Pleas, County of Florence, South Carolina, captioned *Compassion Church Florence, Inc., v. Brotherhood Mutual Insurance Services, LLC*, C/A No. 21-CP-21-01345.

3. Brotherhood Mutual Insurance Services, LLC (“BMIS”) accepted service of the Summons and Complaint on July 14, 2021. A copy of the process and pleading served is included in the documents attached hereto as **Exhibit A**.

4. BMIS was improperly named as the defendant in this case. As further stated below, the proper defendant should be Brotherhood Mutual Insurance Company (“BMIC”), which is a separate entity from BMIS.

5. Plaintiff’s counsel filed an Amended Complaint on August 10, 2021, substituting BMIC in place of BMIS as the named defendant. Therefore, the caption of the state court action is now *Compassion Church Florence, Inc., v. Brotherhood Mutual Insurance Company*, C/A No. 21-CP-21-01345. A copy of the Amended Complaint is attached hereto as **Exhibit B**.

6. On information and belief, Plaintiff is a corporation organized under the laws of the State of South Carolina, with its principal location in Florence County.

7. BMIC is a foreign corporation organized under the laws of the State of Indiana with its principal place of business in the State of Indiana.

8. Accordingly, there is complete diversity of citizenship between Plaintiff and Defendant.

9. Because of the nature of Plaintiff’s alleged damages and Plaintiff’s claim for punitive damages, the amount in controversy with respect to Plaintiff’s claims exceeds the sum or value of \$75,000.00. Plaintiff’s counsel has asserted that Plaintiff was damaged by the failure of BMIC to pay a claim for hail and wind damage to a commercial building (a church building) as well as being damaged because Plaintiff lost coverage under its policy of insurance. It is undisputed that the amount in controversy exceeds \$75,000.00.

10. Further, where actual and punitive damages are alleged, the “[plaintiff]’s claim for punitive damages alone makes it virtually impossible to say that the claim is for less than the jurisdictional amount.” *Woodward v. Newcourt Commercial Fin. Corp.*, 60 F. Supp 2d 530, 532 (D.S.C. 1999). Considering each type of damages alleged by a plaintiff, jurisdiction is proper so long as there is a reasonable probability that the plaintiff could recover in excess of \$75,000 if the plaintiff prevailed on all of its claims and requested damages. *Mattison v. Wal-Mart Stores, Inc.*, No. 6:10-CV-01739, 2011 WL 494395, at \*3 (D.S.C. Feb. 4, 2011). Therefore, the amount in controversy with respect to Plaintiff’s claims exceeds the sum or value of \$75,000.00.

11. This is an action over which this Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a)(1), because the matter in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs and is between citizens of different states. BMIC is accordingly entitled to remove this case pursuant to 28 U.S.C. §1441(a) & (b).

12. By reason of the amount in controversy and complete diversity of citizenship between Plaintiff and Defendant, this action is within the original jurisdiction of this Court pursuant to 28 U.S.C. § 1332(a).

13. Accordingly, this action is removable from the Court of Common Pleas, County of Florence, State of South Carolina, to this Court pursuant to 28 U.S.C. §§ 1332(a) and 1441(a) & (b).

14. This Notice of Removal is being filed pursuant to provisions of 28 U.S.C. § 1441, within thirty (30) days after service on Defendant, and this case is therefore, removable pursuant to 28 U.S.C. § 1446(a) & (b).

15. BMIC files with this Notice of Removal a copy of all pleadings and process it has received in the matter.

16. A true and correct copy of this Notice of Removal will be filed with the Clerk of Court for the Court of Common Pleas for Florence County, South Carolina, as provided under 28 U.S.C. § 1446(d).

WHEREFORE, BMIC prays the action captioned *Compassion Church Florence, Inc., v. Brotherhood Mutual Insurance Company*, C/A No. 21-CP-21-01345, be removed from the Court of Common Pleas, Florence County, South Carolina to the United States District Court for the District of South Carolina. Plaintiff requested a jury trial in this matter.

Respectfully submitted,

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